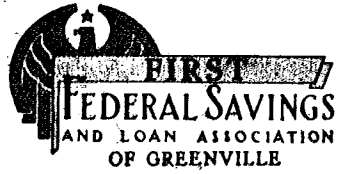


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GREENVILLE CO. S. C.

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State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

Brent Corporation, a South Carolina corporation and Lowndes Hill Realty Company, a South Carolina corporation (hereinafter referred to as Mortgagor) (SENDS) GREETINGS.

WHEREAS the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

-----SIX HUNDRED SEVEN THOUSAND & NO/100----- \$ 607,000.00

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions) said note to be repaid with interest as the rate or rates therein specified in installments of FOUR THOUSAND

EIGHT HUNDRED EIGHTY-SEVEN & 81/100--- \$ 4,887.81 Dollars each on the first day of each month ~~xxx~~ in advance, until the principal sum with interest has been paid in full. Such payments to be applied first to the payment of interest computed monthly on unpaid principal balances, and then to the payment of principal with the last payment if not sooner paid, to be due and payable 25 years after date ~~xxx~~ of first payment of principal.

WHEREAS said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due and interest, with costs and expenses for proceedings, and

WHEREAS the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose.

NOW KNOW ALL MEN That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, more particularly described as follows:

ALL that piece, parcel or tract of land situate, lying and being on the easterly side of South Carolina-Highway By-Pass 291 (Pleasantburg Drive) in the City of Greenville, County of Greenville, State of South Carolina, and having, according to Survey for Lowndes Hill Realty Company, prepared August 22, 1970, by Carolina Engineering and Surveying Company, Greenville, South Carolina, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly right of way line of South Carolina Highway By-Pass 291 (Pleasantburg Drive) at joint corner of the properties of Lowndes Hill Realty Company and Dera R. Conway, said pin being 448.9 feet, more or less, in a northerly direction from Frontage Road and running thence along the said right of way line N. 9-12 W. 439.3 feet to an iron pin; thence N. 80-33 E. 195 feet to an iron pin; thence S. 9-12 E. 192.2 feet to an iron pin on the north line of Duke Power Company right of way; thence along said right of way N. 80-33 E. 132.4 feet to an iron pin; thence traversing said right of way and sewer right of way S. 9-12 E. 307 feet to an iron pin on line of Dera R. Conway property; thence along said line N. 86-24 W. 264 feet to an iron pin; thence further along said line S. 80-48 W. 70 feet to an iron pin at the point of beginning.

Lowndes Hill Realty Company is the owner of the fee simple title to the above described property; and Brent Corporation is the owner of a leasehold interest in said property pursuant to a Lease Agreement for a term of fifty (50) years, entered into on July 25, 1972. Mortgagor, Lowndes Hill Realty Company, joins in the execution of this Mortgage for the sole purpose of subjecting interest in the real property hereinabove described to the lien hereof and in no wise assumes any personal obligation for the payment of the debt hereby secured. The Mortgagor, Brent Corporation, joins in the execution of this Mortgage for the purpose of subjecting to